



**DEPARTMENT OF THE ARMY**  
OFFICE OF THE ADMINISTRATIVE ASSISTANT TO THE SECRETARY OF THE ARMY  
9301 CHAPEK ROAD  
FORT BELVOIR VA 22060-5527

November 15, 2019

SAAA-LS

Eli Lee

Citizens for Responsibility and Ethics in Washington (CREW)  
1101 K Street NW, Suite 201  
Washington, D.C. 20005  
Sent via email: [elee@citizensforethics.org](mailto:elee@citizensforethics.org)

Dear Mr. Lee:

This letter responds to your Freedom of Information Act (FOIA) request dated February 12, 2019. Your request was referred to this office by the U.S. Army Military District of Washington (MDW). Your request was assigned our office tracking number FA-19-0129.

Under the FOIA, a government agency is required to make a "good faith effort to conduct a search" 5 USC 552(a)(3)(A). Our office requested a records search from the Office of the Secretary of the Army (SECARMY) and U.S. Army Military District of Washington (MDW). The SECARMY office conducted a search and review for any records responsive to items 2 and 4 of your request; however, this search failed to yield responsive records. We have determined this search was reasonable. See *Duenas Iturralde v. Comptroller of the Currency*, 315 F.3d 311, 3154 (D.C. Cir. 2003). A further search was conducted by the MDW. That search resulted in retrieval of 13 pages to be responsive to items 1, 3 and 5 of your request. The documents were reviewed and redactions applied in accordance with the FOIA. All redactions and withholdings have been made pursuant to Exemptions (b)(4) and (b)(6) of the FOIA, as described below.

The record we are releasing is a document (contract) that was retained by the 4<sup>th</sup> Battalion of the 3<sup>rd</sup> U.S. Infantry Regiment. It is a private agreement between members of the military in their individual capacity and a private commercial enterprise. This is not a government contract and no government funds were expended in the execution of this contract.

***Exemption 4 of the FOIA 5 U.S.C. § 552(b)(4)***

Exemption (b)(4) of the FOIA protects from disclosure "trade secrets and commercial or financial information obtained from a person and privileged or confidential." 5 U.S.C. § 552(b)(4) (2011). This type of information is protected from disclosure if it is (1) commercial or financial, (2) obtained from a person and (3) privileged or confidential. Nat'l Parks & Conservation Ass'n v. Morton, 498 F.2d 765, 766 (D.C. Cir. 1974) ("National Parks").

In the context of Exemption (b)(4), the terms ‘commercial’ and ‘financial’ should be given their ordinary meanings. Pub. Citizen Health Group v. FDA, 704 F.2d 1280, 1290 (D.C. Cir. 1983) (citing Washington Post Co. v. U.S. Dep’t of Health & Human Servs., 690 F.2d 252, 266 (D.C. Cir. 1982); Bd. of Trade v. Commodity Futures Trading Comm’n, 627 F.2d 392, 403 (D.C. Cir. 1980)). Further, the exemption applies where the submitter has a “commercial interest” in the information. Pub. Citizen Health Group, 704 F.2d at 1290.

#### ***Exemption 6 of the FOIA 5 U.S.C. § 552(b)(6)***

Exemption (b)(6) of the FOIA protects from mandatory disclosure “personnel and medical files the disclosure of which would constitute a clearly unwarranted invasion of privacy.” 5 U.S.C. § 552(b)(6) (2011). To qualify for protection under Exemption (b)(6), records must meet two criteria: (1) they must be “personnel and medical files and similar files,” (2) the disclosure of which “would constitute a clearly unwarranted invasion of personal privacy.” Id.; United States Dep’t of State v. Washington Post Co., 456 U.S. 595, 599-603 (1982). The first prong is met if the information “appl[ies] to a particular individual” and is “personal” in nature. New York Times Co. v. NASA, 852 F.2d 602, 606 (D.C. Cir. 1988). The second prong requires courts to strike a “balance between the protection of an individual’s right to privacy and the preservation of the public’s right to government information.” United States Dep’t of State v. Washington Post Co., 456 U.S. 595, 599 (1982). The “public interest” in the analysis is limited to the “core purpose” for which Congress enacted the FOIA: to “shed . . . light on an agency’s performance of its statutory duties.” United States Dep’t of Justice v. Reporters Comm. for Freedom of the Press, 489 U.S. 749, 773 (1989).

We are withholding names of personnel, other than Senior Executive Service members, General Officers and contact information for all Army personnel (e.g., e-mail addresses, direct-line telephone numbers) and third-party information under Exemption 6. 5 U.S.C. § 552(b)(6). See Judicial Watch, Inc. v. United States, No. 03-1160, 2004 WL 26736, at \*4 (4th Cir. Jan. 6, 2004). Under the Exemption (b)(6) balancing test, the Supreme Court held in a similar case that disclosure of employee addresses “would not appreciably further the citizens’ right to be informed about what their Government is up to and, indeed, would reveal little or nothing about the employing agencies or their activities.” United States Dep’t of Defense v. Fed. Labor Relations Auth., 510 U.S. 487 (1994). The same is true here. Disclosure of the names, contact and personal information of government employees would contribute little to the public’s understanding of government activities. By contrast, such disclosure would constitute a “non-trivial” and “not insubstantial” invasion of government employees’ privacy interests. Id. at 500, 501.

For any further assistance and to discuss any aspect of your request, you have the right to contact the Army FOIA Public Liaison Officer, Alecia Bolling, by email at [us.army.hqda-ooaa-ahs.mbx.rmda-foia-public-liaison@mail.mil](mailto:us.army.hqda-ooaa-ahs.mbx.rmda-foia-public-liaison@mail.mil) or by phone at (571) 515-0306. Additionally, you may contact the Office of Government Information Services (OGIS) at the national Archives and Records Administration (NARA) to inquire about the

FOIA mediation services they offer. The contact information for OGIS is as follows: NARA-OGIS, 8601 Adelphi Road-OGIS, College Park, MD 20740-6001, email at [ogis@nara.gov](mailto:ogis@nara.gov), telephone number (202) 741-5770 toll free at (877) 684-6448 or by facsimile at (202) 741-5769.

This partial denial has been made on behalf of the Administrative Assistant to the Secretary of the Army, who has designated that this office act as the Initial Denial Authority for records maintained by the Office of the Secretary of the Army and its serviced activities. You have the right to file an administrative appeal with the Office of the Army General Counsel within ninety (90) calendar days. See 32 C.F.R. § 518.17(c). Their mailing address is:

Department of the Army  
Office of the General Counsel  
104 Army Pentagon, Room 2E724  
Washington, D.C. 20310

If you have any questions regarding this letter or the information furnished, please contact this office at (703) 614-5871 or email at [usarmy.belvoir.hqda-oaa-rpa.mbx.oaa-cals-mailbox-foia@mail.mil](mailto:usarmy.belvoir.hqda-oaa-rpa.mbx.oaa-cals-mailbox-foia@mail.mil). In all correspondence please refer to FOIA number FA-19-0129.

Sincerely,



Paul V. DeAgostino  
Senior Counsel

Enclosure(s): - Original FOIA request  
- 13 pages

February 12, 2018

Alecia Bolling  
FOIA Contact  
Freedom of Information Act Office Suite 144  
7701 Telegraph Road, Room 150  
Alexandria, VA 22315-3905

Re: Freedom of Information Act Request

Dear FOIA Office:

Citizens for Responsibility and Ethics in Washington (“CREW”) makes this request for records pursuant to the Freedom of Information Act (“FOIA”), 5 U.S.C. § 552, and U.S. Army regulations.

First, CREW requests all communications between officers of the 4<sup>th</sup> Battalion of the 3<sup>rd</sup> U.S. Infantry Regiment and the Trump International Hotel in Washington, D.C. regarding the battalion’s ball held at the hotel on February 7, 2019.

Second, CREW requests all communications between the Office of the Secretary of the Army and the Trump International Hotel in Washington, D.C. regarding the aforementioned event.

Third, CREW requests all communications between officers of the 4<sup>th</sup> Battalion of the 3<sup>rd</sup> U.S. Infantry Regiment regarding the aforementioned event.

Fourth, CREW requests all communications between the Office of the Secretary of the Army and officers of the 4<sup>th</sup> Battalion of the 3<sup>rd</sup> U.S. Infantry Regiment regarding the aforementioned event.

Fifth, CREW requests any contracts or receipts issued to the 4<sup>th</sup> Battalion of the 3<sup>rd</sup> U.S. Infantry Regiment by the Trump International Hotel in Washington, D.C. pertaining to the aforementioned event.

Please search for responsive records regardless of format, medium, or physical characteristics. We seek records of any kind, including paper records, electronic records, audiotapes, videotapes, photographs, data, and graphical material. Our request includes without limitation all correspondence, letters, emails, text messages, facsimiles, telephone messages, voice mail messages, and transcripts, notes, or minutes of any meetings, telephone conversations, or discussions. Our request also includes any attachments to emails and other records, as well as emails to which the subjects of this request were cc’ed or bcc’ed.

If it is your position any portion of the requested records is exempt from disclosure, CREW requests that you provide it with an index of those documents as required under *Vaughn v. Rosen*, 484 F.2d 820 (D.C. Cir. 1973). If some portions of the requested records are properly exempt from disclosure, please disclose any reasonably segregable non-exempt portions of the requested records. See 5 U.S.C. § 552(b). If it is your position that a document contains non-exempt segments, but that those non-exempt segments are so dispersed throughout the document as to make segregation impossible, please state what portion of the document is non-exempt, and how the material is dispersed throughout the document. See *Mead Data Central v. U.S. Dep't of the Air Force*, 566 F.2d 242, 261 (D.C. Cir. 1977).

### Fee Waiver Request

In accordance with 5 U.S.C. § 552(a)(4)(A) and State Department regulations, CREW requests a waiver of fees associated with processing this request for records. The subject of this request concerns the operations of the federal government, and the disclosures likely will contribute to a better understanding of relevant government procedures by CREW and the general public in a significant way. See 5 U.S.C. § 552(a)(4)(A)(iii). Moreover, the request primarily and fundamentally is for non-commercial purposes. See, e.g., *McClellan Ecological v. Carlucci*, 835 F.2d 1282, 1285 (9th Cir. 1987).

On February 7, 2019, the 4<sup>th</sup> Battalion of the U.S. Army's 3<sup>rd</sup> Infantry Regiment held its annual ball at the Trump International Hotel in Washington, D.C.<sup>1</sup> As President Trump is both commander-in-chief of the United States Armed Forces and the principal beneficiary of the trust that owns the D.C. hotel, the potential expenditure of military funds at the hotel presents a possible conflict of interest for both the president and the involved Army unit. Although the 3<sup>rd</sup> Infantry Regiment's director of communications has stated that the ball was funded solely through individual ticket sales and fundraisers by soldiers, the public still has a right to know the details behind this event's arrangement. The requested records would shed light on this interaction between the U.S. Armed Forces and a private business that the commander-in-chief profits from.

CREW is a non-profit corporation, organized under section 501(c)(3) of the Internal Revenue Code. CREW is committed to protecting the public's right to be aware of the activities of government officials, to ensuring the integrity of those officials, and to highlighting and working to reduce the influence of money on politics. CREW uses a combination of research, litigation, and advocacy to advance its mission. CREW intends to analyze the information responsive to this request and to share its analysis with the public through reports, press releases, or other means. In addition, CREW will disseminate any documents it acquires from this request to the public through its website, [www.citizensforethics.org](http://www.citizensforethics.org). The release of information obtained through this request is not in CREW's financial interest.

CREW further requests that it not be charged search or review fees for this request pursuant to 5 U.S.C. § 552(a)(4)(A)(ii)(II) because CREW qualifies as a member of the news media. See *Nat'l Sec. Archive v. U.S. Dep't of Defense*, 880 F.2d 1381, 1386 (D.C. Cir. 1989)

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<sup>1</sup> Zach Everson, Old Guard parties, commander-in-chief profits, 1100 Pennsylvania, February 8, 2019, available at <https://zacheverson.substack.com/p/old-guard-parties-commander-in-chief>

(holding non-profit a “representative of the news media” and broadly interpreting the term to include “any person or organization which regularly publishes or disseminates information to the public”).

CREW routinely and systematically disseminates information to the public in several ways. CREW’s website receives tens of thousands of page views every month. The website includes blogposts that report on and analyze newsworthy developments regarding government ethics, corruption, and money in politics, as well as numerous reports CREW has published to educate the public about these issues. In addition, CREW posts documents it receives under the FOIA its website, which has been visited hundreds of thousands of times.

Under these circumstances, CREW satisfies fully the criteria for a fee waiver.

**Conclusion**

If you have any questions about this request or foresee any problems in fully releasing the requested records, please contact me at (202) 408-0687 or [elee@citizensforethics.org](mailto:elee@citizensforethics.org). Also, if CREW’s request for a fee waiver is not granted in full, please contact our office immediately upon making such a determination.

Where possible, please produce records in electronic format. Please send the requested records to me either at [elee@citizensforethics.org](mailto:elee@citizensforethics.org) or at Eli Lee, Citizens for Responsibility and Ethics in Washington, 1101 K St., N.W., Suite 201, Washington, D.C. 20005. Thank you for your assistance in this matter.

Sincerely,



Eli Lee  
Research Associate

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WASHINGTON, D.C.



November 26, 2018

(b) (6)

4th Battalion, 3d Infantry Regiment  
“The Old Guard”  
Bldg 410, 238 Sheridan Ave  
Fort Myer, VA 22211

(b) (6)  
Dear [REDACTED]

On behalf of all of us at Trump International Hotel, we want to thank you for selecting us to host the Army Ball on Thursday, February 7, 2019. We are honored to welcome The Old Guard to our property, as we realize that choosing our hotel for your function was an important decision and we are glad to have earned your trust in providing a high level of service to make your event a success.

A checklist was created especially for you to note important dates on your calendar:

\*Contract Due:

November 29, 2018

\*Food & Beverage & Meeting Final Arrangements:

January 17, 2019

\*Final Guarantees for Food & Beverage and Balance Due:

February 4, 2019

The arrangements in the contract will become definite upon receipt of the signed contract, which is due no later than November 29, 2018. Should we not receive a signed contract by the date indicated, all function space held will be released for general sale. In the event another organization approaches us requesting function space on the dates outlined in this agreement, you will have forty eight (48) hours to commit on a definite basis. Should you then choose not to sign the contract, the function space will be released.

We appreciate the opportunity to welcome your guests next year.

Sincerely,

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1 Initials \_\_\_\_\_

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## Catering Sales Contract

Event Name: The Old Guard Army Ball  
(b) (6)  
Contact Name:  
Address: 4th Battalion, 3d Infantry Regiment  
“The Old Guard”  
Bldg 410, 238 Sheridan Ave  
Fort Myer, VA 22211  
(b) (6)  
Telephone:  
Email:  
Hotel Catering Contact: (b) (6)  
Telephone:  
Email:  
Date Contracted: Date Contracted: October 22, 2018

Function Date: Thursday, February 7, 2019

The Old Guard (“Client”) and the Trump Old Post Office LLC dba Trump Hotel Washington, D.C., agree that the Hotel will provide the accommodations and services described in this contract according to the function arrangements, terms and conditions set forth in this contract for the The Old Guard Army Ball. All rates and charges are in US Dollars.

### ***FUNCTION AND CATERING ARRANGEMENTS***

#### **Function Space**

Please review the Table of Events carefully. Function space will be provided at the times and places listed below. If there are any revisions or additions to this agenda, please advise us as soon as possible in order to secure the appropriate space for the function. If additional space is required, applicable additional room rental and/or food & beverage minimum revenues may apply. The Hotel reserves the right to change the function room assignment and the Client will be notified of such change with sufficient notice and time to communicate to attendees. Please note that space is not reserved on a 24 hour basis unless otherwise noted on the Table of Events.

#### **Table of Events**

| Date   | Start Time | End Time | Meeting Name | Function Room                          | Setup     | Guest Count | Rental |
|--------|------------|----------|--------------|--|-----------|-------------|--------|
| 2/7/19 | 6:00 PM    | 7:00 PM  | Reception    | Ballroom Pre-function                  | Reception | 350         | --     |
| 2/7/19 | 7:00 PM    | 9:30 PM  | Dinner       | Salon A and B of Presidential Ballroom | Rounds    | 350         | --     |

Applicable room rental charge is at the time of the event, and applicable tax is applied to all room rental charges. The tax rate is subject to change by law. Currently, room rental is not taxable.

#### **Catering, Food and Beverage**

The Hotel agrees to provide catering, food and beverage services for the events designated in the Table of Events above. For purposes of this Contract, we require a Food and Beverage minimum revenue of \$26,000.00. The Food and Beverage Minimum does not include tax and service charge, nor charges

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2 Initial

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incurred in room service, the private dining room, outlets, service fees, administrative fees, labor charges, audio visual, parking or any other miscellaneous charges incurred. This is considered a firm commitment. Agreed menus and prices shall be included in a separate Banquet Event Order no later than January 24, 2019. Menus shall be those in effect for the date of the Event.

Concessions:

- Two (2) certificates for complimentary one-night stay in a deluxe guestroom, to be used the night of the event OR a weekend night (some restrictions may apply).
- Waived space rental for two salons of Presidential Ballroom.
- Discounted menu pricing of (b) (4) /per person applies to either a chicken or a fish entrée.
- If client chooses to offer a choice of two pre-selected entrees, final counts are due three business days prior. Upgrade within the same entrée tier will incur a discounted (b) (4) upcharge. For example, if the client chooses to offer guests a choice between chicken or fish, the meal shall be priced at (b) (4) /per person.
- One hour of tableside wine service shall be priced at (b) (4) /per person.

The following charges may be applicable:

Bartender (*1 per 75 guests*)

(b) (4) per Bartender (up to 3 hours)  
(b) (4) per Bartender (each additional hour)  
(b) (4) per Attendant  
(b) (4) per Meal  
(b) (4) per Card  
(b) (4) per Vehicle

Coat Check Attendant (*1 per 200 guests*)

Vendor Meals

Menu Cards Printed by Hotel

Event Valet Parking (*hosted or individual responsibility*)

For all catered food and beverage functions, final attendance must be definitely specified at least three (3) business days in advance, by 12:00 PM EST. Final charges will be figured accordingly. If the Hotel Client Events office is not advised by this time, the estimated figure in the Table of Events above will automatically become the guarantee. Client will be responsible for payment of additional guests served over and above the minimum guarantee. Shall the Client's expected number of guests be reduced, the Hotel may advise the Client if additional alternatives in food and beverage that will bring the Client to the agreed upon minimum revenue for its functions.

If the food and beverage minimum is not met, the difference between the actual and the contracted food and beverage minimum will be charged to the Client's Master Account as room rental. The Hotel cannot guarantee to serve more than three percent (3%) over the final guaranteed number of attendees.

A Banquet Event Charge of (b) (4) of the check and all applicable state and local taxes in effect at the time of the Event will be added to the check.

No Food or Beverage of any kind may be brought into the Hotel by the Client or its attendees or vendors without written permission of the Hotel.

**Signs and Posters**

In order to maintain the integrity and aesthetic quality of the Hotel, nothing shall be posted, nailed, screwed, or otherwise attached to columns, walls, floors, or other parts of the building or furniture without prior written consent of the Hotel. No signs or posters shall be displayed in the Hotel without prior inspection

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3 Initials

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and written approval of the Hotel. The Client shall be responsible for any damage caused by violation of this provision.

## Shipping and Receiving

Advanced delivery of materials, equipment, or packages will be accepted no more than two (2) days prior to the Function. All deliveries must be coordinated with the assigned catering or event services manager prior to the function date to ensure acceptance of the shipped items. Box handling fee is (b) (4) per box and (b) (4) per pallet. Please note boxes or shipments arriving more than two (2) days in advance of the meeting will be charged a fee of (b) (4) per box, per day. Such items are subject to maximum weight, number of articles and storage restrictions. Each box shipped must have the on-site contact name, meeting name, company name and arrival date recorded on the outside of the box. All return items must be properly packed and labeled, and shipping paid for by the Client. The Hotel will not assume liability for loss or damage to items shipped to or from the Hotel by the Client.

## Audio-Visual

Audio-visual services are available through the Hotel's in-house provider (PSAV Presentation Services). Such services shall be arranged by the Client with the AV Provider and shall be reflected in a written agreement between the Client and the AV Provider. All such services shall be billed through the Hotel. If the Client proposes to use an audio-visual provider other than our in-house AV Provider, we request that you allow our in-house AV provider to submit a competitive bid for your business. If another AV Provider is selected such proposal shall be made in writing by providing a copy of the proposed contract with the other provider to help in the planning process of your function. The Hotel reserves the right to require appropriate indemnity, insurance or other related provisions to protect the Hotel and its guests. The Hotel also reserves the right to require payment of any reasonable costs associated with allowing the other provider access to the premises or use of Hotel telecommunications or other utility facilities. The PSAV Presentation Services team of professionals works as an extension of our Hotel's operations staff to ensure a seamless and successful program for your Organization's event. Should Client consider bringing in an outside audiovisual company or outside audio visual equipment, a maintenance fee of (b) (4) of the equipment rental prices for similar equipment available from Hotel's on-site audio visual provider, PSAV Presentation Services, will be charged. This fee covers the costs of the Hotel's on-site audio visual technicians to be on property to maintain the Hotel systems, as well as for emergency support.

## TERMS AND CONDITIONS

### Deposit Schedule

An initial deposit is due upon signing of this agreement. Additional deposits are to be made as follows:

| Date Due          | Description     | Amount Due |
|-------------------|-----------------|------------|
| Upon Signature    | Initial Deposit | (b) (4)    |
| December 31, 2018 | Second Deposit  |            |
| January 31, 2019  | Third Deposit   |            |
| February 4, 2019  | Final Estimated |            |

\* The final estimated balance due will include applicable tax and service charge on food and beverage and may vary based on final menu selection, guaranteed guest count, and any changes made to the program after the time of booking.

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**Method of Payment**

Payments may be paid by cash, check, credit card, cashier's/certified, or wire transfer. **Personal checks will be accepted a minimum of (3) weeks prior to payment due date.** At the Hotel's discretion, in the event a prepayment is not made when due, the Hotel may release the space being held for the program and receive the applicable cancellation fee from the Client. A credit card must be kept on file regardless of method of payment; a credit card authorization form has been included following this contract.

**RESPONSIBILITY FOR CHARGES**

**Catering**

All scheduled food and beverage and miscellaneous function charges will be posted to the Client's Master Account. Client agrees to pre-pay food and beverage and function charges. A pre-payment schedule of deposits has been established above. A Credit Card Authorization Form will need to be returned prior to the day of the event. Payments will be processed by Hotel per the above schedule on dates shown. At the Hotel's discretion, the final estimated payment may include an additional amount equal to (b) (4) of the initial deposit, held back for any items added or additional persons the day of the event. Upon final bill reconciliation, Hotel will charge any remaining balance due and forward receipt with detailed invoice following Client's event. Any remaining unused deposits will be refunded upon final reconciliation. Client will raise any disputed charge(s) within seven (7) days after receipt of the invoice. The Hotel will work with Client in resolving any such disputed charges, the refund of which will be processed upon mutual satisfaction of final reconciliation.

Any balances remaining due to the Hotel after (30) days of receipt of invoice will incur a finance charge at the rate of the lesser of 1-1/2% per month (18% annual rate) or the maximum allowed by law on the unpaid balance commencing on the invoice date.

**CANCELLATION/TERMINATION/DAMAGES**

**Cancellation by Either Party for Cause (Including Force Majeure)**

Upon the occurrence of any event making it illegal or impossible for either party to perform its obligations under this Agreement as scheduled, either party may terminate this Agreement upon written notice to the other, sent within five (5) days after the occurrence (or receiving notice of the occurrence), specifying the occurrence and the basis upon which the terminating party believes it renders the contract impossible or illegal to perform, and at least 60% of the attendees are unable to attend. The events include, but are not limited to: acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, widespread curtailment of transportation facilities, or any other similar emergency beyond the parties' control. In the event of a termination pursuant to this provision, neither party shall be liable to the other for damages.

**Cancellation by the Hotel with Cause**

Upon the occurrence of any of the following events, the Hotel may terminate the contract on written notice without further obligation and receive damages equal to the Cancellation Fee described below: if the Hotel determines that the Client has made a material misrepresentation of the nature and purpose of the proposed use of the Hotel, and such actual use is not approved by the Hotel; if the Hotel has reasonable concern about the ability or intention of the Client to perform the contract due to insolvency, bankruptcy, transfer of assets, change of ownership or management, failure to make payments when due to the Hotel or perform other contracts with the Hotel or its affiliated hotels, or other similar circumstances, and the Client fails to provide the Hotel adequate assurance that it intends to perform.

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## Cancellation by the Client

After the contract is entered into, the Client may cancel the meeting at any time without cause upon written notice to the Hotel and payment of a Cancellation Fee as liquidated damages for the cancellation. For purposes of this provision, cancellation of any one or more aspects of the Function (meeting rooms, food and beverage) will, at the Hotel's discretion, be treated as a cancellation of the entire Function. The parties agree that the Cancellation Fee is intended to compensate the Hotel for the reasonable value of the lost revenue from function space and food and beverage reserved for the Client pursuant to the contract. Cancellation Fees shall be calculated as a percentage of the Anticipated Hotel Revenue, depending on the date of cancellation. Taxes and fees required by law shall be added to the Cancellation Fee. Anticipated Hotel Revenue is defined as the minimum guaranteed amount of food and beverage revenue plus the room rental revenue for function space. The applicable Cancellation Fee shall be determined as follows:

| Date of Cancellation                 | Cancellation Fee  | Fee     |
|--------------------------------------|---|---------|
| Contract Signature – January 7, 2019 | 75% of Anticipated Hotel Revenue<br><i>(Food &amp; Beverage Minimum and Room Rental)</i>  | (b) (4) |
| January 8, 2019 – February 7, 2019   | 100% of Anticipated Hotel Revenue<br><i>(Food &amp; Beverage Minimum and Room Rental)</i> |         |

The Cancellation Fee shall be payable by the Client with the written notice of cancellation.

## Construction and Remodeling

Hotel shall promptly notify Client of any construction or remodeling to be performed in or around Hotel while the Client's event is being held at Hotel, and Hotel represents and warrants that any such construction or remodeling shall not interfere in any way with Client's use of Hotel.

Should construction be mutually determined by both Hotel and Client to materially interfere with Client's event, Client shall have the right to terminate this contract without liability with written notice to Hotel as long as such notice is given within (30) days of Client's receipt of notice of such construction schedule changes.

If the parties cannot mutually agree upon whether construction schedule changes will materially interfere with Client's event, the matter will be submitted to binding mediation according to the dispute resolution provisions of this agreement providing that only a single mediator shall be used. In order to select a mediator, JAMS Endispute or if not available AAA shall supply a list of qualified mediators and each party shall take turns eliminating names off the list until one name is left. If the parties are unable to reach an agreement with the assistance of the mediator, they each expressly agree that the mediator may reach a binding decision regarding the issue.

## Damages

Client shall be liable for any and all damage to the Premises caused by Client, its invitees, or third-party vendors.

## Americans with Disabilities Act

Both the Client and the Hotel shall be responsible for compliance with applicable public accommodation requirements of the Americans with Disabilities Act and the regulations there under, as defined by law. The Hotel shall provide, to the extent required by the Act, such auxiliary aids and/or services as may reasonably be requested by the Client for use in guest rooms and public areas of the Hotel, provided that the Client

(b) (6)

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gives reasonable advance written notice to the Hotel of such needs. The Client shall be responsible for the cost of any auxiliary aids and services (including engagement of and payment to specialized service providers, such as sign language interpreters), necessary for use in the meeting space used by the Client, other than those types and quantities typically maintained by the Hotel.

**Compliance with Other Laws**

The Hotel acknowledges responsibility for compliance during the Function with all local, state, and federal fire, safety, building, and other codes and regulations applicable to its operation, as well as with laws and regulations regarding service of alcoholic beverages. The Hotel maintains procedures and policies concerning fire safety and other safety issues and the Hotel shall make all such procedures and policies available to the Client for inspection upon reasonable notice. Both the Client and the Hotel are responsible for complying with other laws applicable to the Function, including but not limited to the rules, regulations or requests of the U.S. Department of Homeland Security.

**GENERAL PROVISIONS**

**Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to the conflicts of law provisions thereof.

**Dispute Resolution/Attorney Fees**

Any controversy, claim or dispute arising out of or relating to this Agreement shall, at the option of Hotel, be settled in New York by arbitration in accordance with the rules of the American Arbitration Association, or through an action brought in any court of competent jurisdiction in New York State for trial and determination by such court sitting without a jury. By your execution of this Agreement you hereby consent to the jurisdiction of a court of competent jurisdiction in New York State and to service of process outside the state in New York State pursuant to the applicable requirements of such court in any matter so submitted to it and you expressly waive the right to a trial by jury. Further, any judgment or award rendered by the arbitration as referenced above may be entered in any court in the State of New York having jurisdiction thereof.

**Limitation of Liability**

Under no circumstances shall Hotel or any of its affiliates, or any of their respective officers, directors, employees, principals or members be liable for special, consequential, punitive or exemplary damages. Further, all such party's total liability under this agreement shall be limited to the amount of fees actually paid by Client under this Agreement. In the event that any proceeding, including arbitration, mediation, or litigation is commenced by Client relating to this Agreement, Client shall pay the Hotel's costs resulting from the litigation, including reasonable attorneys' fees.

**Severability**

If any provisions of this Agreement, as applied to either party or to any circumstances, shall be adjudged by a court or arbitrator to be void or unenforceable, such judgment shall not affect any other provision of this Agreement, the application of such provision in any other circumstances, or the validity or enforceability of this Agreement. If the scope of any restriction contained herein is too broad to permit enforcement of such restriction to its full extent, then such restriction shall be enforced to the maximum extent permitted by law, and Hotel and the Client hereby consent and agree that such scope may be judicially modified to the extent strictly necessary in any proceeding brought to enforce such restriction.

(b) (6)

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**Indemnification**

Client shall indemnify and hold Hotel and any of its parents, subsidiaries, affiliates, officers, directors, employees, agents and representatives forever harmless from and against any and all claims for personal injury, property damage, loss, liability or claim of liability, expenses (including attorneys' fees and costs), fines and penalties caused by: (a) any breach of this Agreement by Client, its agents, employees or representatives, and/or (b) any act, error or omission by Client, its agents, employees or representatives. This indemnification provision shall survive the termination or expiration of the Agreement.

**Insurance**

*Does not apply*

Client Agrees to carry, and upon demand provide evidence of, a sufficient amount of insurance to cover its liabilities arising out of or pursuant to this Agreement. Such insurance shall include, as a minimum, the following: (i) Commercial General Liability limits at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate; (ii) Workers' Compensation Coverage consistent with state statutory limits, and Employers Liability limits at a minimum of one million dollars (\$1,000,000). (iii) Umbrella limits at a minimum of \$10,000,000 per occurrence \$10,000,000 aggregate.

Additional Insured: All insurance required to be provided, with the exceptions of workers compensation, shall name as additional insureds thereunder: Trump Old Post Office LLC, Donald J. Trump, Donald J. Trump's family members, The Trump Organization, any subsidiary, affiliated, associated and/or allied limited liability company, partnership, corporation, trust, firm or organization of any (b) (6) every (b) (6) partner, trustee, manager, officer, director, agent and employee of the insureds' respective interests in partnerships and/or (b) (6) any other (b) (6) (b) (6) controlled company or companies in which any insured maintains an interest, (b) (6) other constituted or acquired, and any other party or interest that is required by contract or agreement including, without limitation, any Superior Lessor, Superior Mortgagee and/or other Landlord Indemnified Party (each, an "Additional Insured"). Such policies shall require the insurer to give Landlord written notice by certified mail, return receipt requested, prior to the effective date of any modification, expiration, cancellation, or termination thereof within five (5) days of receipt thereof. Any rights of recovery against Landlord or (b) (6)

Certificates of Insurance. Certificates for each policy, shall be delivered to the Hotel on or before the date which is five (5) days following the Effective Date hereof and within five (5) days of any policy renewals of each such policy. Each certificate and policy shall provide evidence of coverage as required.

**Notices**

Any notices given under this contract shall be in writing and may be sent by email or fax or overnight delivery to the persons signing the contract. Notices shall be effective when received, as shown on a fax confirmation or an overnight delivery confirmation.

**Entire Agreement/Signatures**

This Agreement supersedes any and all other agreements, whether written, oral, or implied, between the parties hereto with respect to the subject matter hereof and contains all of the representations, covenants, and agreements between the parties with respect to the subject matter hereof. No change or waiver of the terms, covenants and provisions of this Agreement shall be valid except if in writing and signed by the Client and Hotel.

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If this event/Client is being contracted by (i) a department or agency of a foreign government, (ii) a foreign embassy, (iii) a foreign political party, (iv) members of a royal family, or (v) a sovereign wealth fund, please indicate by checking this box:  Initials: \_\_\_\_\_

ACCEPTED ON BEHALF OF THE CLIENT:

(b) (6)

Date: 11/27/2018

Name: (b) (6)

Address: 4th Battalion, 3d Infantry Regiment  
“The Old Guard”  
Bldg 410, 238 Sheridan Ave  
Fort Myer, VA 22211

Telephone #:

Email:

ACCEPTED ON BEHALF OF THE HOTEL:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: (b) (6)

Title: (b) (6)

Company: Trump International Hotel, Washington, D.C.

Address: The Old Post Office Building  
1100 Pennsylvania Avenue, NW  
Washington, DC 20004

Telephone #:

Email:

ACCEPTED BY THE DIRECTOR OF SALES & MARKETING:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: (b) (6)

Title: (b) (6)

Company: Trump International Hotel, Washington, D.C.

Address: The Old Post Office Building  
1100 Pennsylvania Avenue, NW  
Washington, DC 20004

Telephone #:

Email:

(b) (6)

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## The Old Guard Army Ball

*February 7, 2019*

The Trump International Hotel is centrally located at 1100 Pennsylvania Avenue in the heart of the Penn Quarter neighborhood. Acclaimed by Forbes as one of the most anticipated hotel openings of 2016 and having recently been awarded the coveted Forbes Five Star rating, the property has undergone a complete reclamation that has brought the iconic Old Post Office back to its original grandeur. Our team is led by (b) (6), who has remarkably achieved a Forbes 5-star ratings at three hotels, a distinction held by no other (b) (6) in the city. With luxury service at the root of everything we do, the Trump International Hotel, Washington DC will never settle for anything less than perfect.

# Agenda

| Date   | Start Time | End Time | Meeting Name | Function Room         | Setup     | Guest Count | Room Rental |
|--------|------------|----------|--------------|-----------------------|-----------|-------------|-------------|
| 2/7/19 | 5:30 PM    | 6:00 PM  | Reception    | Pre-Function Space    | Reception | 500         | (b) (4)     |
| 2/7/19 | 6:00 PM    | 8:30 PM  | Dinner       | Presidential Ballroom | Rounds    | 500         |             |

## Sample Menu

### three-course plated dinner

*assorted rolls, sweet butter*

*first course*

beet salad, sea salt roasted, creamy goat cheese, hazelnuts, arugula, saba drizzle

*main course*

grilled lemon pepper spiced atlantic salmon filet, cauliflower puree, crispy brussels sprouts, pomegranate seeds, pomegranate drizzle

*dessert*

butterscotch parfait

*served with ice water, Trump signature segafredo zanetti coffee, decaffeinated coffee, and a selection of rishi teas*

### luxury cash bar offerings

SPIRITS

vodka | new amsterdam

gin | new amsterdam

tequila | casa noble crystal

rum | mount gay

scotch | famous grouse

whisky | crown royal

bourbon | jim beam

rye | bulleit

cognac | hennessey vs

port | ruby

WINE

red | cabernet sauvignon, la terre , ca

white | chardonnay, la terre, ca

sparkling | prosecco, borgo magreda, extra dry, italy

BEER

domestic | starr hill ipa, budweiser

imported | amstel light, heineken

cocktails (b) (4) each  
 domestic beer (b) (4) per bottle  
 imported beer (b) (4) per bottle  
 house wine (b) (4) per glass  
 sodas, juice (b) (4) each  
 bottled evian and badoit water (b) (4) each

| For Estimate Only   |                         |                  |                     |
|---|-------------------------|------------------|---------------------|
| Group Name:   | The Old Guard Army Ball |                  |                     |
| Guest Count:  | 500                     |                  |                     |
| F&B Minimum:  | (b) (4)                 |                  |                     |
| Date Prepared:  | 10-Sep-18               |                  |                     |
|   |                         |                  |                     |
| Food and Beverage   | # of guests             | Per Person Price | Total               |
| Three-Course Plated Dinner *  | 500                     | (b) (4)          | (b) (4)             |
|   |                         |                  | Sub Total:          |
|   |                         |                  | 24% Service Charge: |
|   |                         |                  | Total:              |
|   |                         |                  |                     |
| Room Rentals  |                         |                  |                     |
| Presidential Ballroom   |                         |                  | (b) (4)             |
|   |                         |                  | Total:              |
|   |                         |                  |                     |
| Miscellaneous   | Count                   | Cost             | Total               |
| Bartenders (based on 3 hours each)  | 7                       | (b) (4)          | (b) (4)             |
|   |                         |                  | Sub Total:          |
|   |                         |                  | 10% Labor Tax:      |
|   |                         |                  | Total:              |
|   |                         |                  |                     |
| Grand Total   |                         |                  | \$48,790.00         |
|   |                         |                  |                     |
| * PRICING REFLECTS DISCOUNT OFF PUBLISHED MENU PRICING  |                         |                  |                     |
| Please note the above pricing is only an estimate and is subject to change. Actual charges will reflect menu selection, final guest count and consumption. Food and Beverage Minimum is non-inclusive of Tax (currently at 10%) and (b) Service Charge. |                         |                  |                     |

# Additional Information

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## **Food and Beverage Minimum:**

(b) (4) food and beverage minimum exclusive of applicable taxes and 24% service charge

## **Room Rental:**

Discounted to (b) (4) (no tax or service charge)

*includes use of house linen (ivory or white), silverware, glassware, gold house chairs, house tables, easels, registration tables, table numbers, votive candles, stage, and dance floor*

## **Audio Visual Services:**

All services provided by Hotel's in-house AV company (PSAV Presentation Services). PSAV will provide a detailed quote for services upon request approval of catering proposal.

(202) 868-5175 or [hfesseha@psav.com](mailto:hfesseha@psav.com)

## **Valet Parking:**

(b) (4) per vehicle, charged to the individual guest or applied to the master bill

## Photo

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*Presidential Ballroom*

This proposal (including pricing and space availability) is subject to revision if an agreement has not been finalized by 5:00pm EST, Friday, September 28, 2018. Thank you for your consideration.

We look forward to working with you!

(b) (6)

(b) (6)

Trump International Hotel, Washington D.C.

(b) (6)

(b) (6)

(b) (6)